

APPENDIX 911

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APPENDIX 911**TERMS AND CONDITIONS FOR PROVIDING CONNECTION
TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE****1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for E911 Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and SPRINT.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: SBC-13STATE, SBC-SWBT, PACIFIC, NEVADA, SNET, SBC-AMERITECH.
- 1.3 The prices at which SBC-13STATE agrees to provide CLEC with E911 Service are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2. DEFINITIONS

- 2.1 **“911 Trunk”** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from SPRINT’s End Office to the E911 system.
- 2.2 **“Automatic Location Identification” or “ALI”** means the automatic display at the PSAP of the caller’s telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.3 **“Automatic Number Identification” or “ANI”** means the telephone number associated with the access line from which call to 911 originates.
- 2.4 **“Company Identifier” or “Company ID”** means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.
- 2.5 **“Database Management System” or “DBMS”** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.
- 2.6 **“E911 Customer”** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government

units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.

- 2.7 **“E911 Universal Emergency Number Service” (also referred to as “Expanded 911 Service” or “Enhanced 911 Service”) or “E911 Service”** means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.8 **“Emergency Services”** means police, fire, ambulance, rescue, and medical services.
- 2.9 **“Emergency Service Number” or “ESN”** means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).
- 2.10 **“National Emergency Number Association” or “NENA”** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of “One Nation-One Number”. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.11 **“Public Safety Answering Point” or “PSAP”** means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.12 **“Selective Routing” and “Selective Router” or “SR”** means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3. SBC-13STATE RESPONSIBILITIES

3.1 SBC-13STATE shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when SBC-13STATE is the 911 Service Provider. SBC-13STATE shall provide 911 Service to SPRINT as described this section in a particular Rate Center in which SPRINT is authorized to provide local telephone exchange service and SBC-13STATE is the 911 Service Provider. This shall include the following:

3.2 Call Routing

3.2.1 SBC-13STATE will transport 911 calls from each SPRINT point of interconnection (POI) to the SR office of the E911 system, where SBC-13STATE is the 911 Service Provider.

3.2.2 SBC-13STATE will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

3.2.3 SBC-13STATE will forward the calling party number (ANI) it receives from SPRINT and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by SPRINT, SBC-13STATE will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the SPRINT, but no ANI record is found in the E911 DBMS, SBC-13STATE will report this "No Record Found" condition to SPRINT in accordance with NENA standards.

3.3 Facilities and Trunking

3.3.1 SBC-13STATE shall provide and maintain sufficient dedicated E911 trunks from SBC-13STATE's SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.

3.3.2 SBC-13STATE will provide facilities to interconnect the SPRINT, as specified in the local state tariff. Additionally, when diverse facilities are requested by SPRINT, SBC-13STATE will provide such diversity where technically feasible, at standard local state tariff rates.

3.3.3 Upon written request by SPRINT, SBC-13STATE shall, in a timely fashion, provide SPRINT with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.

3.3.3.1 In SBC-AMERITECH, SBC-AMERITECH will provide SPRINT the boundaries of SBC-AMERITECH rate centers/exchanges, the E911 SR that services the specific SBC-AMERITECH rate centers, and the Default PSAPs associated with each rate center for the purpose of ordering and testing 911 trunks.

3.3.2.2 In SBC-SWBT, SBC-SWBT will provide SPRINT the SBC-SWBT E911 SR that services the specific rate centers, the PSAPs associate with each rate center serviced by the SBC-SWBT SR, and the E911 Authority associated with the PSAPs identified, for the purpose of ordering and testing 911 trunks.

3.3.2.3 In SBC-2STATE, SBC-2STATE will provide SPRINT SBC-2STATE's rate center boundaries and SBC-2STATE's E911 SR that services the specified rate centers for the purpose of ordering and testing 911 trunks.

3.3.4 SBC-13STATE and SPRINT will cooperate to promptly test all trunks and facilities between SPRINT's network and the SBC-13STATE SR(s).

3.4 Database

3.4.1 Where SBC-13STATE manages the E911 database, SBC-13STATE shall store SPRINT's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of SPRINT's End Users served by SPRINT's exchange(s)] in the electronic data processing database for the E911 DBMS. SPRINT or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

3.4.2 SBC-13STATE shall coordinate access to the SBC-13STATE E911 DBMS for the initial loading and updating of SPRINT End User 911 Records.

3.4.3 SBC-13STATE's ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.

3.4.4 SBC-13STATE will update SPRINT's End User 911 Records in the E911 DBMS. SBC-13STATE will then provide SPRINT an error and status report. This report will be provided in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to SPRINT.

3.4.5 SBC-13STATE shall provide SPRINT with a file containing the Master Street Address Guide (MSAG) for SPRINT's respective exchanges or

communities. The MSAG will be provided on a routine basis but only for those areas where **SPRINT** is authorized to do business as a local exchange service provider and **SBC-13STATE** is the 911 service provider.

3.4.6 Where **SBC-13STATE** manages the DBMS, **SBC-13STATE** shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

3.4.7 **SBC-13STATE** shall notify **SPRINT** of major changes and upgrades to the E911 network or database management services by Accessible Letter in advance of such changes.

4. SPRINT RESPONSIBILITIES

4.1 Call Routing

4.1.1 **SPRINT** will transport 911 calls from each point of interconnection (POI) to the **SBC-13STATE** SR office of the E911 system, where **SBC-13STATE** is the 911 Service Provider.

4.1.2 **SPRINT** will forward the ANI information of the party calling 911 to the **SBC-13STATE** 911 Selective Router.

4.2 Facilities and Trunking

4.2.1 **SPRINT** shall provide interconnection with each **SBC-13STATE** 911 Selective Router that serves the exchange areas in which **SPRINT** is authorized to and will provide telephone exchange service.

4.2.2 **SPRINT** acknowledges that its End Users in a single local calling scope may be served by different SRs and **SPRINT** shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.3 **SPRINT** shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each **SBC-13STATE** 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable 911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

4.2.4 In **SBC-AMERITECH** only, **SPRINT** is responsible for providing a separate 911 trunk group for each county or other geographic area that it serves if the 911 Customer for such county or geographic area has a specified varying default routing condition. In addition, 911 traffic originating in one

(1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.

- 4.2.5 SPRINT shall maintain transport capacity sufficient to route traffic over trunks between the SPRINT switch and the SBC-13STATE SR.
- 4.2.6 SPRINT shall provide sufficient trunking and facilities to route SPRINT's originating 911 calls to the designated SBC-13STATE 911 SR. SPRINT is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.
- 4.2.7 SPRINT is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the SBC-13STATE 911 SR.
- 4.2.8 SPRINT shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.
- 4.2.9 SPRINT shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If SPRINT's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, SPRINT shall request additional circuits from SBC-13STATE.
- 4.2.10 SPRINT will cooperate with SBC-13STATE to promptly test all 911 trunks and facilities between SPRINT's network and the SBC-13STATE 911 Selective Router(s) to assure proper functioning of 911 service. SPRINT agrees that it will not pass live 911 traffic until successful testing is completed by both parties.

4.3 Database

- 4.3.1 Once E911 trunking has been established and tested between SPRINT's End Office and all appropriate SR, SPRINT or its representatives shall be responsible for providing SPRINT's End User 911 Records to SBC-13STATE for inclusion in SBC-13STATE's DBMS on a timely basis. SBC-13STATE and SPRINT shall arrange for the automated input and periodic updating of SPRINT's End User 911 Records.
- 4.3.2 SPRINT or its agent shall provide initial and ongoing updates of SPRINT's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

- 4.3.3 **SPRINT** shall adopt use of a Company ID on all **SPRINT** End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
- 4.3.4 **SPRINT** is responsible for providing **SBC-13STATE** updates to the ALI database; in addition, **SPRINT** is responsible for correcting any errors that may occur during the entry of their data to the **SBC-13STATE** 911 DBMS.
- 4.3.5 **SPRINT** shall reimburse **SBC-13STATE** for any additional database charges incurred by **SBC-13STATE** for errors in ALI data updates caused by **SPRINT** or its third-party agent.
- 4.3.6 **SPRINT** shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

4.4 Other

- 4.4.1 **SPRINT** is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries **SPRINT** provides local exchange service.

5. RESPONSIBILITIES OF BOTH PARTIES

- 5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the CLEC's POI to the designated **SBC-13STATE** 911 Selective Router(s).
- 5.2 **SPRINT** is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to **SPRINT**'s demarcation (for example, collocation). **SBC-13STATE** will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). **SPRINT** is responsible for advising **SBC-13STATE** of the circuit identification and the fact that the circuit is a 911 circuit when notifying **SBC-13STATE** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **SBC-13STATE** will refer network trouble to **SPRINT** if no defect is found in **SBC-13STATE**'s 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

6. METHODS AND PRACTICES

- 6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and

applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of **SBC-13STATE**'s Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

- 6.2 **SBC-13STATE** will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the End User's End Office Switch to **SBC-13STATE**'s Selective Routing. **SBC-13STATE** will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the public safety entity that is the E911 Customer as defined in Section 2.6.

7. CONTINGENCY

- 7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.
- 7.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by **SBC-13STATE** and **SPRINT**. These specifications shall be documented in Exhibit I, **SPRINT** Serving Area Description and E911 Interconnection Details. **SPRINT** shall complete its portion of Exhibit I and submit it to **SBC-13STATE** not later than forty-five (45) days prior to the passing of live traffic. **SBC-13STATE** shall complete its portion of Exhibit I and return Exhibit I to **SPRINT** not later than thirty (30) days prior to the passing of live traffic. Notwithstanding the delayed assignment of NXX's to **SPRINT**, this shall not preclude **SPRINT** from submitting the Exhibit 1 form to SBC-SWBT to complete its portion of Exhibit 1.
- 7.3 **SPRINT** must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which **SPRINT**'s End Users are located. **SPRINT** shall provide documentation of all requisite approval(s) to **SBC-13STATE** prior to use of **SPRINT**'s E911 connection for actual emergency calls.
- 7.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Appendix when necessary to accommodate expansion of the geographic area of **SPRINT** into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. **SPRINT** must obtain approval of each additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2.
- 7.5 In **PACIFIC**, **NEVADA**, and **SBC-AMERITECH**, the state specific forms shall be submitted in lieu of the Exhibit 1 referenced in Sections 7.1, 7.2, 7.3 and 7.4 hereof.

8. BASIS OF COMPENSATION

- 8.1 Rates for access to E911 Services are set forth in SBC-13STATE's Appendix Pricing or applicable state Commission-approved tariff.
- 8.2 Charges shall begin on the date that E911 Service is turned on for live traffic.

9. LIABILITY

- 9.1 SBC-13STATE's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. SBC-13STATE shall not be liable to SPRINT, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after SBC-13STATE has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from SPRINT until service is restored.
- 9.2 SPRINT's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event SPRINT provides E911 Service to SBC-13STATE, SPRINT shall not be liable to SBC-13STATE, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after SPRINT has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from SBC-13STATE until service is restored.
- 9.3 SPRINT agrees to release, indemnify, defend and hold harmless SBC-13STATE from any and all Loss arising out of SBC-13STATE's provision of E911 Service hereunder or out of SPRINT's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by SPRINT, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by SPRINT, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of SBC-13STATE.
- 9.4 SPRINT also agrees to release, indemnify, defend and hold harmless SBC-13STATE from any and all Loss involving an allegation of the infringement or

invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes negligence, gross negligence, recklessness or intentional misconduct of **SBC-13STATE**.

10. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 10.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of the General Terms and Conditions.